

INTERLOCAL AGREEMENT

THIS AGREEMENT is made between **Chelan-Douglas Transportation Council (CDTC)** and **City of Leavenworth** for the purpose of sharing costs to conduct Transportation Planning Activities.

RECITALS

A) The Interlocal Cooperation Act, RCW 39.34, authorizes public agencies to enter into agreements with one another for cooperative action. CDTC and City of Leavenworth, as Participating Entities, qualify as public agencies for purposes of RCW 39.34.

B) CDTC and City of Leavenworth desire to work together on the following described project for the benefit of the region. CDTC is serving as the lead agency to conduct transportation planning that will result in a Regional Pathways Master Plan for constructing multi-use transportation paths to connect the communities of Cashmere, Malaga, Rock Island and Leavenworth to each other and to the Apple Capital Loop Trail in the Wenatchee-East Wenatchee urban area and connecting the communities of Chelan and Manson.

C) CDTC will administer all Agreements with the contracted Consultants.

D) The total cost of the transportation planning activities is estimated to be not less than \$1,140,000.

E) The total amount of funding to be contributed by City of Leavenworth for the transportation planning activities as described in [B] above, shall be \$100,000.

F) CDTC will take all actions to retain consultants in compliance with Washington law, to administer any resulting professional services agreements and to pay said consultants for services properly performed. Further in such actions, City's responsibility shall be limited to its obligation as set out in this agreement and City shall have no direct or indirect responsibility related to obligations to consultants except only for the payment provided for in this agreement.

AGREEMENT

In consideration of the terms that this Interlocal Agreement contains, CDTC and City of Leavenworth agree as follows:

1) Term. This Agreement shall be deemed effective upon the stamp of a Notary Public and recording with the respective County Auditor and/or placed on one or both Participating Entity websites. It shall terminate upon completion of the transportation planning activities described in [B] above.

2) Administration of Agreement. Jeff Wilkens, CDTC Executive Director, shall administer this Agreement. The designated representative of each Participating Entity shall be responsible for reporting to their respective governing body.

3) Purpose. The purpose of this Agreement is to accomplish transportation planning activities that will result in a Regional Pathways Master Plan for constructing multi-use transportation paths to connect the communities of Cashmere, Malaga, Rock Island and Leavenworth to each other and to the Apple Capital Loop Trail in the Wenatchee-East Wenatchee urban area and connecting the communities of Chelan and Manson.

4) Payment. The funding contribution set forth above for City of Leavenworth shall not be exceeded without the written authorization of City of Leavenworth to supplement this Agreement. CDTC will invoice City of Leavenworth in two equal increments: first during the month of January, 2024 and again during the month of January, 2025. City of Leavenworth agrees to pay its established share within 30 days of invoice. Payment(s) not made within 30 days of invoice shall accrue interest at the rate of 12% per annum.

City of Leavenworth agrees to share in the total cost, in the following amounts, to be invoiced on the following dates: January 2024: \$50,000 and January 2025: \$50,000.

5) Authority. Each person signing this Agreement has the full authority to execute this Agreement and to bind the party on behalf of which they signed.

6) Applicable Law. The law of the State of Washington shall govern this Agreement and all questions relating to it.

7) Venue. Venue of any action arising out of this Agreement shall be exclusively in a court of competent jurisdiction in Chelan County, Washington.


8) Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same document. Signature pages may be compiled into one document for purposes of efficient recording of the Agreement.

9) Entire Agreement. This Agreement constitutes the entire agreement between CDTC and City of Leavenworth relating to the transportation planning activities. Any modification of the Agreement or additional obligation assumed by CDTC or City of Leavenworth in connection with the Agreement shall be binding only if evidenced in writing and signed by both CDTC and City of Leavenworth.



Jeff Wilkens
Executive Director
Chelan-Douglas Transportation Council

11/29/2023
Date



Carl Florea
Mayor
City of Leavenworth, Washington

11/28/2023
Date

NOTARY PUBLIC

(City of Leavenworth)

STATE OF WASHINGTON

County of Chelan

On this 28th day of November 2023, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Carl Florea and _____ to me known to be the Interlocal Agreement and acknowledged that Carl Florea signed the same as Carl Florea free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year first above written.

Shirley McLaughlin

Notary Signature

Shirley McLaughlin

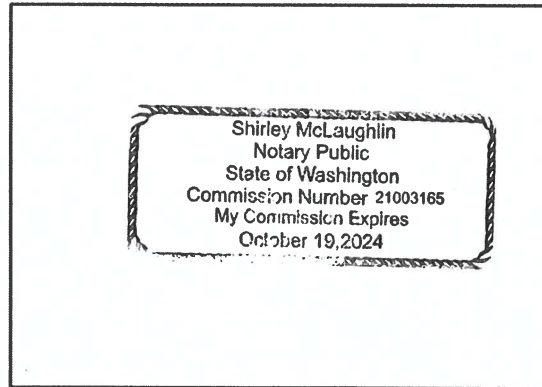
Notary's Printed Name

Notary Public in and for the State of Washington,

Residing at: Douglas County

My commission expires: 10-19-2024

NOTARY SEAL



NOTARY PUBLIC

(Chelan-Douglas Transportation Council)

STATE OF WASHINGTON

County of Chelan

On this 29 day of November, 2023 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Jeff Wilkens and N/A to me known to be the Interlocal Agreement and acknowledged that Jeff Wilkens signed the same as Jeff Wilkens free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year first above written.

Chad Daggett

Notary Signature

CHAD DAGGETT

Print Notary's Name

Notary Public in and for the State of Washington,

Residing at: Douglas County

My commission expires: 01.13.2026

NOTARY SEAL

